

Ruth A. Shapiro, 9356  
JONES SKELTON & HOCHULI  
10813 S. River Front Parkway, Suite 230  
South Jordan, UT 84095  
Telephone: 385-440-7077  
[rshapiro@jshfirm.com](mailto:rshapiro@jshfirm.com)  
Attorney for Defendant

---

**IN THE UNITED STATES DISTRICT COURT**  
**DISTRICT OF UTAH**

---

BECKY BUTTERFIELD,

Plaintiff,

v.

THE STANDARD FIRE INSURANCE  
COMPANY dba TRAVELERS INSURANCE  
COMPANY dba TRAVELERS,

Defendant.

**DEFENDANT'S NOTICE OF REMOVAL  
OF ACTION UNDER 28 U.S.C. §§ 1332,  
1441, AND 1446 (DIVERSITY  
JURISDICTION)**

Case No.: 2:25-cv-00362-CMR

Judge Cecila M. Romero

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446 and DUCivR 81-2, Defendant The Standard Fire Insurance Company dba Travelers Insurance Company dba Travelers (hereinafter “Defendant” or “Travelers”), by and through undersigned counsel, hereby removes this action from the Fourth Judicial District Court-Provo, in and for Utah County, State of Utah, to the United States District Court for the District of Utah. The grounds for removal are as follows:

1. On April 10, 2025, Plaintiff Becky Butterfield (hereinafter “Plaintiff”) filed a Complaint against Defendant in the Fourth Judicial District Court- Provo in and for Utah County, State of Utah, with the action styled as *Becky Butterfield v. The Standard Fire Insurance Company dba Travelers Insurance Company dba Travelers*, Case No. 250401675 (the “State Court Action”).

The Complaint is attached hereto as Exhibit A to this Notice of Removal.

2. Defendant was served on or about April 11, 2025, with the Summons attached hereto as Exhibit B.

3. A true and correct copy of the docket sheet in the State Court Action is attached hereto as Exhibit C.

4. No scheduling order or notice of event due dates have been issued in the State Court Action.

5. Plaintiff's Complaint alleges claims against Defendant arising from a vehicle collision, which occurred March 30, 2022, in Provo, Utah. (Ex. A, ¶ 5.)

6. The Complaint lists as causes of action Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing, Breach of Statute, and Unjust Enrichment, resulting from Defendant's nonpayment of underinsured motorist (UIM) coverage benefits, to which Plaintiff alleges she is entitled. (Ex. A, ¶ 14.)

7. The Complaint was filed as a Tier 2 claim. (Ex. A.) However, the Summons is captioned as Tier 3, indicating an amount in controversy exceeding \$75,000. (Ex. B.)

8. Plaintiff's Complaint claims total damages from the incident in excess of \$250,000. (Ex. A, ¶ 11.) American Family Insurance, the liability carrier for the at-fault driver involved in the collision, both of whom are nonparties to this action, executed payment to Plaintiff in the amount of \$100,00. (Ex. A, ¶ 12.) Upon information and belief, Plaintiff's damages claim is the remainder of \$150,000; therefore, the amount in controversy exceeds \$75,000.

9. Upon information and belief, from at least April 10, 2025, through present, Plaintiff has resided in Garland, Utah, with the intent to remain there indefinitely, and therefore is domiciled in Utah for purposes of diversity jurisdiction. (Ex. A, ¶ 1.)

10. From at least April 10, 2025, through present, Travelers has been a corporation organized under the laws of Connecticut, with its principal place of business in Connecticut, from where its officers have directed, controlled, and coordinated the company's activities.

11. In short, for purposes of diversity, Plaintiff is domiciled in Utah, while Travelers is domiciled in Connecticut.

12. Removal of this action is timely under 28 U.S.C. §1446(b)(1), as it is filed within thirty days from the date of service upon Defendant.

13. Removal of this action is proper under 28 U.S.C. §§ 1332(a) and 1441(b). This Court has diversity jurisdiction over this matter as Travelers, for purposes of diversity, not a citizen of Utah, while Plaintiff is a citizen of Utah. Additionally, given Plaintiff's election of designation of this matter as a Tier 3 case in the State Court Case, the amount in controversy exceeds the jurisdictional requirement of \$75,000.

14. Removal of this action is timely under 28 U.S.C. §1446(b) and the removal is proper based upon diversity of citizenship of the parties. Accordingly, the requirements of 28 U.S.C. §1441(a) are met.

15. Notice of this removal is being served this date upon counsel for the Plaintiff.

16. A true and correct copy of this Notice is being filed this date with the Clerk of the Fourth Judicial District Court- Provo, in and for Utah County, State of Utah.

17. As referenced above, a copy of the original Complaint is attached hereto as Exhibit A. The Summons served upon Defendant is attached hereto as Exhibit B. Included as Exhibit C is a current copy of the state-court docket sheet.

Based upon the foregoing, Defendant hereby removes the action against it from the Fourth Judicial District Court-Provo in and for Utah County, State of Utah, to the United States District Court for the Central District of Utah.

DATED this 6th day of May, 2025.

JONES SKELTON & HOCHULI

/s/Ruth A. Shapiro  
Ruth A. Shapiro  
*Attorney for Defendant*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 7, 2025, I caused to be served a true and correct copy of the foregoing **NOTICE OF REMOVAL** to the following:

Steve J. Johnson  
LAW OFFICE OF STEVE JOHNSON  
1564 S. 500 W., Ste 102  
Bountiful, UT 84010  
[steve@youripro.com](mailto:steve@youripro.com)  
*Attorney for Plaintiff*

( ) Via Facsimile  
( ) Via Electronic Mail  
( ) Via Hand Delivery  
( ) Via First Class Mail, Postage Prepaid  
( ) Via Federal Express  
(x) Via the Court's Electronic Filing System

/s/ Deidra Sandoval